

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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DATE FILED: 6/16/2025

THE HEARST CORPORATION,

Plaintiff,

-against-

ACE AMERICAN INSURANCE COMPANY,

Defendant.

1:24-cv-06890-MKV

ORDER

MARY KAY VYSKOCIL, United States District Judge:

This action was removed to this Court from New York State Supreme Court, New York County, and thereafter Defendant answered the Complaint. [ECF Nos. 1 (“Compl.”), 6]. Plaintiff asserts that Defendant breached a cyber liability insurance policy which covered Plaintiff’s subsidiary when it refused to pay an \$8.8 million class action settlement of an underlying action related to an alleged cyber breach. Compl. ¶¶ 1–6, 14–19.

At a prior status conference, the Court resolved several of the parties’ discovery disputes. At the conference and in a subsequent order, the Court ordered the parties to (1) provide the Court with the parties’ common interest agreement (“CIA” or “Agreement”) and (2) each file a letter explaining its position on whether Defendant may question deponents about reports Greenberg Traurig provided contemporaneously to Defendant in the underlying lawsuit pursuant to the CIA, over which Plaintiff claims attorney-client privilege. [ECF No. 43].

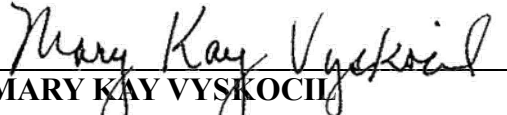
The Court thoroughly reviewed the parties’ submissions. Under the CIA, “the Privileged Materials will be used only for the purposes of this Agreement.” CIA ¶ 6. The CIA explains that “the purpose of this Agreement is to enable the Parties to exchange necessary information in order to further the common interests of the Parties in the effective defense, resolution, navigation, and processing of the Litigations and Data Security Issue and in order to evaluate the Litigations and

Data Security Issue and any request for reimbursement by Hearst.” *Id.* at 1. Litigation between the parties is not within the express purpose of the CIA and, accordingly, Defendant may not question deponents about the Greenberg Traurig reports and its request to do so is HEREBY DENIED.

The parties are reminded that failure to comply with this Order or with any order of the Court or failure to comply with the FRCP, the Local Rules for the SDNY or this Court’s Individual Practice Rules, or the parties’ discovery or other obligations may result in sanctions, including monetary penalties on counsel and/or the parties, dismissal or preclusion of claims, defenses, arguments, or evidence.

SO ORDERED.

**Date: June 16, 2025
New York, NY**


MARY KAY VYSKOCIL
United States District Judge